

PUBLICITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Participant (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) _____ E-Mail: _____

I, the above-named person, in consideration for my participation in post game activities with Reverb at Berglund Center, put on by Word of Life. located at 710 Williamson Road, NE, Roanoke, VA, promise and covenant and hold harmless the City of Roanoke, Berglund Center, the Berglund Center Commission, subsidiaries, affiliates, subcontractors, promoters, sponsors, advertisers, owners, staff, volunteers, and lessees of the premises.

INDEMNITY RELEASE

1. I hereby voluntarily release, and forever agree to allow Breakaway Sports and Entertainment, LLC, Berglund Center, the City of Roanoke, employees, affiliates, subcontractors, agents, volunteers, Berglund Center Commission, and related entities, to use as they see fit, any and all photographic material and/or audio or audio-video material, including images or likenesses therefrom, taken of myself, or photographs materials and/or audio or audio-video material, including images therefrom, in any manner that Breakaway Sports and Entertainment, LLC deems suitable for the marketing and promotions of the organization, venue and Reverb. I fully understand that this may include, but not be limited to, the use of said material in television programming, commercial advertising in print and/or video format, magazines, newspapers, or other types of publication. I also fully understand that this may include, but not be limited to, the use of video material in the production and distribution of sanctioned videos, news programs, television programs, and documentaries.

ACKNOWLEDGEMENT OF RISKS

2. I understand and acknowledge that the activity I am about to voluntarily engage in, as a participant and/or volunteer, bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself or my property. Among these risks are the following:

- (1) the nature of Reverb (Any on ice games, off ice games, any other post-game activities) itself;
- (2) latent or apparent defects or conditions in equipment;
- (3) use or operation, by myself or others, of equipment supplied by Reverb, Berglund Center, Breakaway Sports and Entertainment, LLC, or other persons or entities;
- (4) acts of other participants while participating in Reverb, employees and agents of Word of Life, or other persons or entities;
- (5) weather conditions;
- (6) my own physical condition, or my own acts or omissions;
- (7) first-aid, emergency treatment, rescue, medical transport or other services rendered;
- (8) consumption of food or drink.

3. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness, disease, and/or property damage, and I expressly accept those risks not specifically listed above as well.

ACCEPTANCE AND RESPONSIBILITY

4. Being aware that the participation in Reverb and the activities incidental thereto bear risks of injury to myself or to my property arising from my participation in Reverb, I expressly agree, covenant, and promise to accept and assume all responsibility and risk of injury, death, illness, disease and/or property damage, arising from my participation in Reverb and the activities incidental thereto. My participation in Reverb is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the above-described risks.

I HAVE READ THIS PUBLICITY RELEASE, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE PROMOTER' FAULT OR NEGLIGENCE, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT SIGNATURE (Must be signed by Parent or Guardian for participants age 12 & under):

PRINT NAME: _____ TODAY'S DATE: _____